

OFFICIAL TARIFF

Adopted 08/20/2024

(Updated 01/29/2026)

CULLEOKA WATER SUPPLY CORP.

P. O. BOX 909

PRINCETON, TEXAS 75407

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SECTION A: RESOLUTION AND AUTHORITY

RESOLVED BY THE BOARD OF DIRECTORS OF THE CULLEOKA WATER SUPPLY CORPORATION THAT:

1. This Tariff of Culleoka Water Supply Corporation, serving parts of Collin County, consisting of Sections A through I inclusive, is hereby adopted and enacted as the current regulations which shall supersede all policies passed by the Board of Directors before August 20, 2024, to the extent provided in paragraph 2 hereof.

2. No prior agreement executed by the Board of Directors is repealed by any provision contained herein, save and except as provided in the terms of that agreement.

3. The adoption of the provisions of this Tariff shall not affect any offense or act committed or done, or any penalty of forfeiture incurred, or any contract or vested right established or accruing before the effective date of this Tariff.

4. An official copy of this policy shall be available to the Membership of this Corporation on the Corporation website and during regular office hours of the Corporation. Requests for copies of this Tariff shall be subject to reproduction charges.

5. This Tariff shall take effect immediately upon its approval as provided by law, and according to its terms. Rules and regulations of state and federal agencies having applicable jurisdiction, promulgated under any applicable State or Federal Law, shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected thereby.

PASSED and APPROVED this 20th day of August 2024



Secretary

Culleoka Water Supply Corporation

Adopted: 08/20/2024

SECTION B: STATEMENTS

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1. Organization. The Culleoka Water Supply Corporation (CWSC) is a member-owned, non-profit corporation incorporated pursuant to the provisions of Tex. Rev. Civ. Stat. Ann., art. 1434a as supplemented by the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat. Ann., art. 1396, for the purpose of furnishing a potable water utility service. Corporation operating policies, rates, tariffs, and regulations are formulated and effected by a Board of Directors elected by the Members of CWSC.
2. Non-Discrimination Policy. Membership in CWSC and service of water is provided to all Property Owners/Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, or marital status.
3. Rules Application. The rules and regulations specified herein apply to the water services furnished by Culleoka Water Supply Corporation, also referred to as Corporation, CULLEOKA, CULLEOKA WSC or CWSC. Failure on the part of the Property Owner, Member, Consumer, or Applicant to observe these rules and regulations of CWSC, after due notice of such failure, automatically gives CWSC the authority to deny or to discontinue the furnishing of service as provided herein and as may be amended from time to time by the Board of Directors of CWSC.
4. Corporation Bylaws. CWSC has adopted bylaws which establish the make-up of the Board of Directors, establish the Membership voting rights, provide for annual and regular meetings, and establish the rights of the Members and other important regulations of the water system. These bylaws are for inspection in CWSC's office.
5. Fire Protection Responsibility. Fire hydrants installed within CWSC's distribution system are provided at the convenience of CWSC and do not imply any responsibility on the part of CWSC to meet fire flow requirements of local, county, state, or federal governmental agencies. All fire hydrants on the CWSC system shall remain in place for such use as "refill only" of fire trucks. CWSC reserves the right to remove any fire hydrant, due to improper use or detriment to the system as determined by CWSC, at any time without notice, refund, or compensation to the original contributors.
6. Damage Liability. The CWSC is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limit of liability of CWSC is the extent of the cost of service provided. By acceptance of Membership, Member consents to waiver of such liability.
7. Information Disclosure. The records of CWSC shall be kept in the CWSC office in Princeton, Texas. These records may, upon request in accordance with and subject to the provisions of the Open Records Policy, be examined by any Member of CWSC. The records may not be removed from the CWSC office. A reasonable charge will be assessed to anyone requesting copies of records.

SECTION B: STATEMENTS

8. Customer Notice Provisions. This tariff may be modified by the action of the Board of Directors at a properly noticed Public Meeting. CWSC shall give electronically transmitted written notice (email and text and posting on the CWSC website) of monthly water rate changes to all affected Members and/or consumers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of board authorization. Questions regarding the rate increase can be discussed by calling the CWSC Office and speaking to a billing specialist.
9. Grievance Procedures. Any Member of CWSC or individual demonstrating interest under the policies of this Tariff in becoming a Member of CWSC shall have an opportunity to voice concerns or grievances to CWSC by the following means and procedures:
 - a. By presentation of concerns to CWSC's authorized representative for discussion and resolution. If not resolved to the satisfaction of the aggrieved party, then,
 - b. By presenting a letter of request for a hearing before the Board of Directors. The letter shall state the individual's desired business before the Board and the desired result.
 - c. The President of the Board of Directors shall review the request and determine the best means by which the complaint shall be resolved.
 - d. The President shall further determine a reasonable time and place of all hearings, but not beyond 45 days of the date of receipt of the letter of complaint.
 - e. The Board of Directors, committee thereof, and/or legal counsel shall hear the complaint as directed by the Board.
 - f. Any hearings by committees or staff delegated to hear complaints shall report its recommendation to the full Board for a decision by the Board.
 - g. The Board of Directors shall act upon the information available and direct the President or other representative to respond to the complaint by communicating the Board's decision in writing.
 - h. Any charges or fees contested as a part of the complaint in review by CWSC under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors. The Board's decision shall be final.

SECTION C: DEFINITIONS

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ACTIVE SERVICE - Service status of any Member receiving authorized water service under the provisions of this Tariff.

APPLICANT - A person, partnership, cooperative corporation, corporation, agency, public or private organization of any character, who is the legal landowner(s) of the property which service is being requested with the CWSC. Proof of ownership must be in a form acceptable to CWSC.

BOARD OF DIRECTORS - The Board of Directors elected by the Members of the CWSC.

BYLAWS - The rules pertaining to the governing of the Culleoka Water Supply Corporation adopted by CWSC Members.

CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) - The authorization granted under Chapter 13 of the Texas Water Code for Culleoka Water Supply Corporation to provide water utility service within a defined territory. Culleoka Water Supply Corporation has Certificate Number 10159. Territory defined in the CCN shall be the Certificated Service Area.

CORPORATION or CWSC - The Culleoka Water Supply Corporation.

DE-ACTIVATION- The process of deactivating an installed active meter for the purpose of membership reconciliation. This process is used in cases of property sales without notice of new ownership information, death of member without notification and circumstances. The process is not to be used to be at a members request to stop meeting the financial responsibility of the minimum monthly charge.

DISCONNECTION OF SERVICE - The locking or removal of a water meter to prevent the use of water by a Member/Consumer.

EASEMENT - A private perpetual dedicated right-of-way for the installation of waterlines and necessary facilities which allows access to property for future maintenance, facility replacement, and/or installation of additional waterlines, system operations, repairs & improvements.

FINAL PLAT - A complete and exact plan for the subdivision of a tract of land into lots for marketing which has been approved by all regulatory agencies having jurisdiction over approval of the design, planning, and specifications of the facilities of such subdivision. CWSC shall determine if a plat submitted for the purposes of this Tariff shall qualify as a final plat.

FmHA - Abbreviation for Farmers Home Administration, an agency of the U.S. Department of Agriculture, providing loan and grant funds for development of rural water systems serving communities with a population of less than ten thousand (10,000) people.

SECTION C: DEFINITIONS

FRONT-END CAPITAL CONTRIBUTION - A fee assessed on new Applicants for water service, for the purpose of acquiring capital to defray the costs of expanding the system facilities to meet the growth needs of CWSC. This fee is charged for each meter equivalent or lot/tap for which service has been requested. In addition to the standard capital contribution fee required for a community master meter, there is an additional per unit fee assessed for each residence, manufactured home, tiny home, business unit or any other facility requiring water and service by the community or commercial development's master meter. RV/motor home facilities/complexes and have a specific ratio on fee calculations.

HAZARDOUS CONDITION - A condition which jeopardizes the health and welfare of the Member/Consumers of CWSC as determined by CWSC or regulatory authority.

INVESTIGATION/SERVICE AVAILABILITY FEE - A fee paid by a potential Member of CWSC for the purpose of aiding Corporation officials in determining the feasibility of a construction and/or expansion project. Upon the Applicants satisfaction with the results of the inquiry, the Applicant may then further qualify as a Member and shall become a Member of CWSC upon receipt of a Membership Certification Number and payment of the Membership fee.

LIQUIDATED MEMBERSHIP - A Membership which has been cancelled due to delinquent charges exceeding the Membership Fee or for other reasons as specified in this Tariff. Service shall not be provided to any person whose Membership Fee has been liquidated until all remaining charges, outstanding balances, fees, and a new Membership Fee, have been paid and all other applicable requirements for service as provided in this Tariff have been satisfied.

MEMBER – A property owner and applicant who has received a Membership Certification Number and who is receiving water utility service from CWSC by the payment of the minimum monthly charge.

MEMBERSHIP CERTIFICATION NUMBER - A membership certification number assigned to provide evidence of a member's interest in CWSC.

METER RE-SET FEE - A fee charged to the member for re-establishing, re-connecting or re-setting a metering device back into the existing location that has previously received water service from CWSC but had been removed due to membership liquidation or other applicable reasons. This applies only if the same property owner/Member at the time that the meter was removed, is requesting the water service reinstatement/re-set. Depending on the reason for removal, a new membership fee and account documentation may be required.

MINIMUM MONTHLY CHARGE - The term Minimum Monthly Charge is used to define the monthly charge assessed for each Member of CWSC utilizing service or each Member who could utilize service via a metering device installed by CWSC. In the text of this Tariff, minimum

SECTION C: DEFINITIONS

monthly charge may be used generically to describe Minimum Monthly Charge; the monthly charges assessed each Member entitled to service.

PERSON - Any individual person, partnership, cooperative, corporation, association, private corporation, agency, or public or private organization.

RE-ACTIVATION – The process of re-activating a previously de-activated meter upon ownership reconciliation. This could be with the current listed Member or in some cases, a new property owner that has met the CWSC qualification process for membership. Applicable fees and documentation will apply as per stated in this Tariff.

RENTER - A consumer who rents property from a member and may otherwise be termed a lessee or tenant.

RE-SERVICE - Providing service to a new Applicant at a location for which service previously existed, but where Membership has been liquidated or surrendered. This might require the fitting of a metering device into an existing setting and possibly requiring modifications to the setting to restore service. Fees will be determined based on necessary modifications and equipment required for restoration.

SERVICE CLASSIFICATION - A type of service which warrants a specific charge for service based on specific criteria such as usage, meter size, demand, type application, etc. as determined by CWSC or CWSC Engineer upon evaluation of the service requirements of the Applicant or Member.

SERVICE APPLICATION AND AGREEMENT- A written agreement between the property owner/Member/Applicant and CWSC outlining the responsibilities and conditions of each party regarding the service of water.

STANDARD SERVICE - A 5/8” x 3/4” meter installed for use on a single (1) unit or (1) residence to provide water service to that single (1) unit or (1) residence.

SURRENDERED MEMBERSHIP - A Membership in which service has been discontinued upon request of the Member and all indebtedness due CWSC has been paid in full.

TARIFF - CWSC's published rates, fees, and conditions of service.

TRANSFeree – A Property Owner/Applicant receiving a CWSC Membership by legal means from a member or entity desiring to forfeit and transfer current rights to membership to another person or entity who will assume ownership of said property.

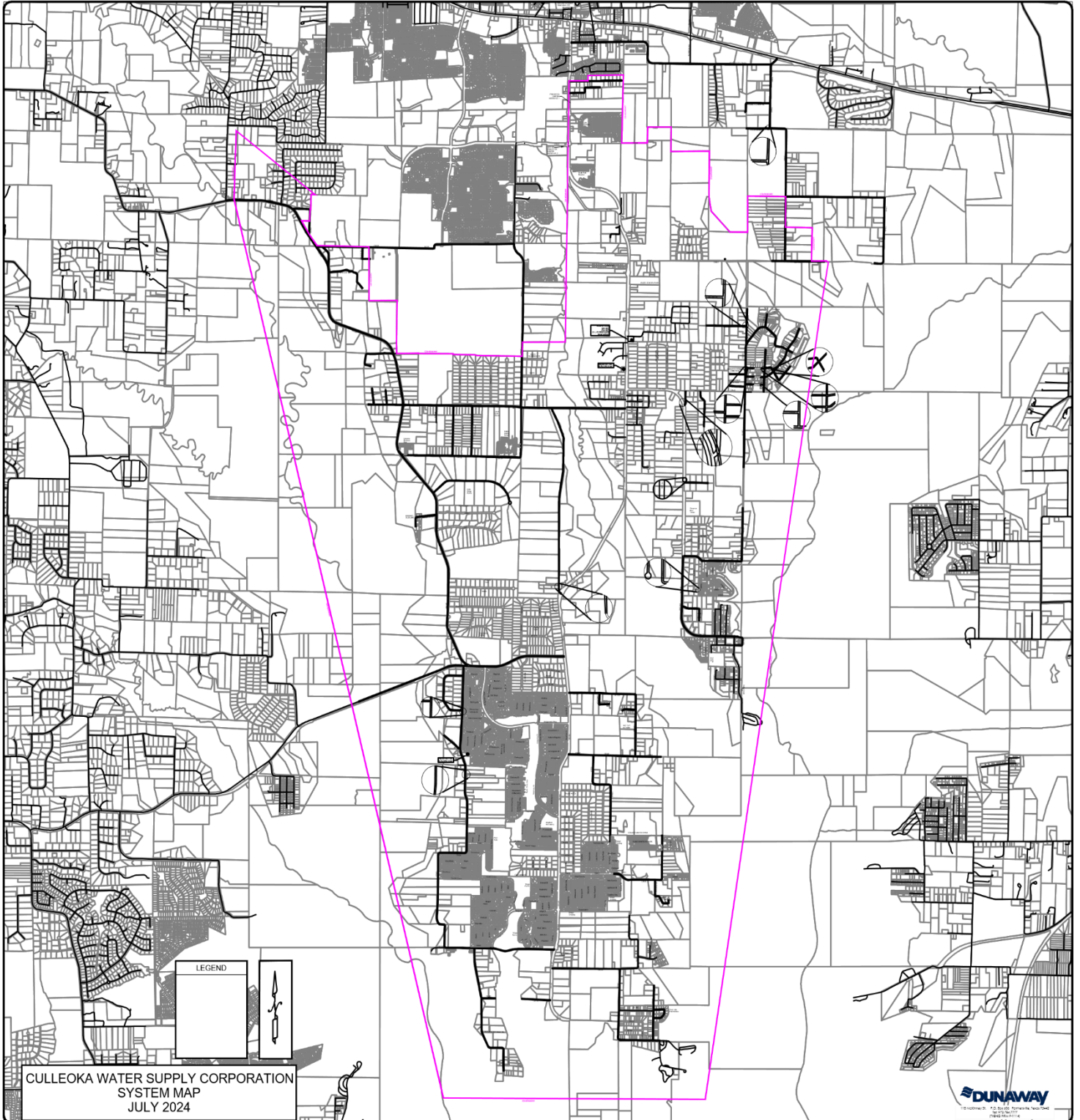
TRANSFEROR - A Member who transfers membership by legal means to another person or entity who is taking ownership of said property and desires to qualify for service to a property for which the membership is currently issued or to CWSC.

SECTION C: DEFINITIONS

WATER USAGE- All water that travels through a metering device is considered sold and used by the member of that property. The water once metered is sold and unavailable to sell to another member. All metered water whether used in a responsible or irresponsible manner, i.e. poured out on the ground, is the members responsibility and billed at the normal posted rates.

SECTION D: GEOGRAPHIC SERVICE AREA

CULLEOKA WSC – CCN MAP



Adopted: 08/20/2024

SECTION E: SERVICE RULES AND REGULATIONS

SECTION E: SERVICE RULES AND REGULATIONS

1. Service Entitlement. A Property owner/Applicant shall be considered fully qualified and entitled to water service when proper application has been made, terms and conditions of service and membership have been met and continue to be met, and all fees have been paid as prescribed by this Tariff.
2. Application Procedures and Requirements. For the purposes of this Tariff, service requested by a Property owner/Applicant and provided by CWSC shall be divided into the following two (2) classes:
 - a. Standard Service is defined as service on an existing waterline where waterline or service facility extensions are not required, and special design and/or engineering considerations are not necessary. This is a single 5/8" X 3/4" sized meter service set on existing waterlines.
 - b. Non-Standard Service is defined as any service applied for which is not Standard Service.

In addition to the following requirements for service, service requirements as prescribed by Section F of this Tariff shall be required of the Non-Standard Service Property Owner/Applicant prior to extension of such waterlines, and/or service facilities.
 - c. Requirements for Standard and Non-Standard Service.
 - (1) The CWSC Application and Agreement Form shall be completed in full and signed by the Property Owner/Applicant.
 - (2) A Right-of-Way Easement Form, provided by CWSC, must be completed and notarized by the Property Owner(s)/Applicant(s) for the purpose of maintenance, repairs, inspection, expansion, additions, improvements, facility additions or any other reasonable and necessary service. NOTE: This requirement may be delayed for Non-Standard Service requests.
 - (3) Property Owners shall provide proof of ownership or title for which service has been requested in a manner acceptable to CWSC.
 - (4) The Applicant may be required to provide proof that application has been made to the proper regulatory authority for approval and installation of on-site sewage disposal facilities as authorized under the Texas Sanitation and Health Protection Law, Texas Civil Statutes, Article 4477-1, for all services requiring such installations.
 - (5) All service applications approved, and cost of service fees quoted by CWSC shall be presented to the Applicant in writing through an electronic format, email/text and shall stand approved at quoted costs for a period not to exceed thirty (30) days. After thirty (30) days, each Applicant shall re-apply for service under the terms of this Tariff.

SECTION E: SERVICE RULES AND REGULATIONS

(6) If the water main has been in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to CWSC for the purposes of installing the watermain and appurtenances, the Applicant, prior to receiving the requested service, shall grant easement to CWSC. In addition to the normally required fees for service, the Applicant shall pay such sums as are necessary for the removal of the watermain from the public right-of-way and for relocation onto the Property Owner/ Applicant's property pursuant to such easement.

3. Activation Of Standard Service.

- a. New Tap- CWSC shall charge a non-refundable service installation fee as required under Section G of this Tariff. The service installation fee shall be quoted through email or text to the Property Owner/Applicant. All other fees shall be paid in advance of installation including, the Membership Fee, any Easement Fees, and the Front-end Capital Contributions as required under Section G of this Tariff.
- b. Re-Service- In the event an application is made for service on property where service previously existed, and for which an in-active account exists, CWSC shall charge the same rate as for a new service and the request shall be treated as a new application. In lieu of the new service fees, the customer will pay CWSC (1). a Membership Fee, plus (2). Installation Fees for the size meter being reinstalled (see Section G). If the previous service connection is still available and no new water tap and no new associated equipment and fittings are required, the Installation Fee may be reduced to not less than the posted current charge.
- c. Performance of Work- After all applicable fees are paid and approval is granted by proper authorities, all tap, and equipment installations specified by CWSC shall be completed by CWSC or CWSC's designated representative. The tap shall be completed within fifteen (15) working days after receipt of payment of quoted installation fees. Additional time may be allowed by mutual agreement of CWSC and applicant(s).

4. Activation of Non-Standard Service.

- a. Activation of Non-Standard Service shall be conducted as prescribed by the terms of Section F of this Tariff.
- b. Re-Service- The same terms which apply under the Activation of Standard Service Sub-Section on Re-Service shall be applied to Non-Standard Re-Service requests.

SECTION E: SERVICE RULES AND REGULATIONS

5. Changes in Service Classification. If at any time CWSC determines that the Member's Service Classification needs to change from those needs originally applied for to a different service classification and CWSC determines that additional or different facilities are necessary to provide adequate service, CWSC shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Members failing to comply with this provision shall be subject to the Disconnect with Notice Provisions of this Tariff, Sub-Section 17-(9).
6. Membership
 - a. Eligibility-Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to membership eligibility for new Property Owners/Applicants or continued membership for Membership Transferees.
 - b. Membership Certification Number- Upon qualification for service, qualification for Membership, and payment of the required fees, CWSC shall assign a Membership Certification Number to the Applicant. The Membership Certification Number provides proof of membership in CWSC and shall entitle the Applicant/Member to one (1) connection to CWSC's watermain and one (1) share of Corporation stock. The Membership Certification Number also entitles the Member to one (1) vote in the conducting of the affairs of any Annual or Special Membership Meeting of the CWSC as prescribed by the CWSC Bylaws. Ownership of more than one (1) Membership Certification Number shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership Certification Number thereby represented shall be assigned to the specified parcel of land originally designated to receive service at the time of application.
- 7) Transfers of Membership- A Member is entitled to transfer Membership in CWSC without the prior approval of CWSC only under the following circumstances:
 - a. The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity.
 - b. The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity.
 - c. The membership is transferred without compensation to CWSC.
 - d. The membership is transferred as a part of the conveyance of real estate from which the membership arose.

SECTION E: SERVICE RULES AND REGULATIONS

- e. In the event that membership is transferred pursuant to the provisions of Sub-Section 6.c.(1) such transfer shall not be completed or recorded on the books and records of CWSC until such time as the transferor has provided satisfactory evidence to CWSC of such transfer. Proof of completed sale, Title, Deed, Settlement or Disclosure Statement, acceptable to CWSC management. Transferred memberships are applied and outstanding membership fees must meet the current fee schedule as of the date of service Membership Certification issuance. All past due balances must be paid in full before transfer can be completed. The transfer of membership shall not be binding on CWSC until such transfer has been approved as provided by Sub-Section 6.c.(3).
- f. Qualifications for water service upon transfer of membership set forth in Sub-Section 6.c.(1) and 6.c.(2) shall be subject to approval of CWSC and shall be assigned a Member Certificate Number upon the following terms and conditions:
 - g. A Transfer Authorization Form has been completed by the Transferor and Transferee.
 - h. The Transferee has completed the required Service Application and Agreement.
 - i. All indebtedness due to CWSC has been paid in full.
 - j. The former Membership Certification Number will be surrendered to CWSC by the record Transferor.
 - k. The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.
 - l. In the event the existing Member requests a Membership refund, CWSC shall require the new Member to pay a new Membership Fee as described in the most recent fee schedule in the Tariff.
 - m. Cancellation of Membership- To keep a Membership in good standing, a minimum monthly charge must be paid to CWSC, whether water is used or not. Failure to pay this monthly charge to CWSC shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee. The Member shall complete a Membership Surrender form or Service Discontinuance Request prior to termination of service. However, a member is not relieved of any obligations incurred prior to the date that CWSC receives the Service Discontinuance Request. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the Activation of Service Sub-Section 3.a. of this Tariff.
 - n. Transferred memberships fees that are less than the current fee schedule upon the Applicant's approval as a Member will have the difference added to the account bringing the Membership fee current. All past due balances must be paid in full before any transfer can be completed.

SECTION E: SERVICE RULES AND REGULATIONS

8. Membership Cancellations

- a. Liquidation Due to Delinquency- When the amount of the delinquent minimum monthly charges, gallonage charges, penalties, service fees and any 3rd party billing services owed by the Member equals or exceeds the Membership Fee, the Membership Fee shall be liquidated, and the Membership cancelled and transferred back to CWSC. In the event the Member leaves a balance due on an account guaranteed under the terms of the CWSC Service Application and Agreement, and the delinquent Member owns more than one Membership Certification Number, CWSC may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due CWSC. CWSC shall collect any remaining account balances through all appropriate means. Reinstatement of service shall be subject to the terms of the Activation of Service Sub-Section 3.a. of this Tariff.
 - b. Cancellation Due to Policy Non-Compliance- CWSC may cancel a membership anytime a member fails to comply with any CWSC policies including but not limited to Member's failure to provide an acceptable form of proof of ownership to CWSC management of the property from which the membership arose or another type of documentation required.
 - c. Re-assignment of Cancelled Membership- CWSC upon cancellation of membership under the provisions of this Tariff, may re-assign the membership rights thereby granted to any person who satisfactorily demonstrates eligibility for Membership, including but not limited to proof of ownership of the property from which the Membership arose in an acceptable for to CWSC.
9. Owners and Renters. Any CWSC Member renting or leasing property to other parties are responsible for all charges due CWSC in the event a renter or lessee leaves CWSC with any unpaid bills. CWSC will bill the renter or lessee for water service as a third party, upon request, but the Member is fully responsible for all unpaid bills left by the renter/lessee. The Owner/Member shall be required to sign an Alternate Billing Agreement. The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill.
10. Member/Landlords. Members who lease property(s) must have all past due balances paid in full and 100% complaint with all terms of the Service Agreement and Tariff requirements, on all properties, before an Alternative Billing Agreement can be put into place. This includes repairs of leaks, Back-flow inspections and any other problems or violations at the said property.

SECTION E: SERVICE RULES AND REGULATIONS

11. Denial of Service. CWSC may deny service for the following reasons:
 - a. Failure of the Applicant or Transferee to complete all required forms and pay all required fees and charges.
 - b. Failure of the Applicant or Transferee to comply with CWSC rules, regulations, policies, and bylaws.
 - c. The existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of CWSC upon connection.
 - d. Failure of Applicant or Transferee to provide CWSC representatives/employees reasonable access to property for which water service has been requested when there is reason to believe that a hazardous condition may exist for which access is necessary to verify.
 - e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of CWSC on file with the state regulatory agency governing the service applied for by the Applicant.
 - f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of CWSC, of property for which the tap has been requested.
 - g. The applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.
12. Applicant's or Transferee's Recourse. In the event CWSC refuses to serve an Applicant under the provisions of these rules, CWSC must notify the Applicant, by electronic notification (E-mail), of the basis of its refusal, and the Applicant may file for an appeal, by electronic notification (Email), with the Board of Directors of CWSC.
13. Insufficient Grounds for Refusal of Service. The following shall not constitute sufficient cause for the refusal of service to an Applicant:
 - a. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than twelve (12) months prior to the date of application.
 - b. Violation of Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, or other services such as communication services, unless the Member has first been notified and been afforded reasonable opportunity to comply with said rules.
 - c. Failure to pay a bill of another Member as guarantor thereof unless the guarantee was made in writing to CWSC as a condition precedent to service.

SECTION E: SERVICE RULES AND REGULATIONS

- d. Delinquency in payment for service by a previous Member of the premises to be served. (Excludes tenants)
 - e. Failure to pay for materials or charges for non-utility service provided by CWSC.
14. Deferred Payment Agreement. CWSC may offer a deferred payment plan to a member who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by CWSC management including any Late Penalty Fees or interest on the monthly balance to be determined as per agreement. Payment arrangements are for water use only. No 3rd party billing charges will be included in payment arrangements.
15. Charge Distribution and Payment Application.
- a. The Minimum Monthly Charge is applied from the 15th day of the month to the 15th day of the next month, (or the next business day.) Charges shall be prorated for meter installations and service terminations falling during the calendar month. Final bills are due upon receipt. Regular billing cycle invoices for this amount shall be emailed on the last working day of the month preceding the month in which this charge is due. All services shall be subject to this charge whether the service is in use by the Member or not.
 - b. Gallon Use Charge, defined as water usage more than the water allotment included in the Minimum Monthly Charge, shall be billed at the per 1,000 gallon rate specified in Section G, and shall be billed in one hundred (100) gallon increments. Water charges for usage exceeding the monthly allotment are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by CWSC employees or designated representatives.
 - c. Posting of Payments -- All payments shall be posted against previous balances prior to posting against current billings.
16. Due Dates, Delinquent Bills, and Service Disconnection Date. CWSC shall email and/or text all bills on or about the last working day of the month. All bills are due upon receipt and are considered delinquent if not paid by the 15th of the month following the billing month. A penalty shall be applied as described in Section G after the 15th. A bill is delinquent if payment, delivered in person or by mail, internet, website, or other available methods of payment, is not received in the business office by the 15th. Delinquent notices shall be emailed/texted, as a courtesy reminder to all delinquent accounts indicating the date that service will be disconnected due to non-payment.

SECTION E: SERVICE RULES AND REGULATIONS

17. Rules for Disconnection of Service. The following describes the rules and conditions for disconnection of service:

- a. Disconnection With Notice- Water utility service may be disconnected for any of the following reasons after proper notification has been given:
 - (1) Returned Checks- In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to CWSC for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, CWSC shall email/text, a notice requiring redemption of the returned instrument within five (5) days of the date of the notice. Late fees will be applied to all accounts with failed payment methods. Redemption of the returned instrument shall be made in another manner than the returned method. Failure to meet these terms shall initiate disconnection of service. Should a person, firm, corporation, or partnership give CWSC two (2) returned checks, drafts, or any other similar instrument within a 12- month period, that person, firm, corporation, or partnership shall be required to make their payment by either cash, money order, or certified check. No personal checks, drafts, or any other similar instrument will be accepted by CWSC.
 - (2) Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement.
 - (3) All CWSC Members with backflow prevention assemblies located at their address are required to test them annually. Testing by a certified Backflow Prevention Assembly Tester (BPAT) is required and proof of compliance shall be provided to SC Tracking Solutions, LLC. (or current 3rd party tracking agent working with CWSC), no later than 30 days after receiving a second notice that the test is required. Failure of the Member to comply will result in discontinuing the Member's water service (turning off and locking the meter) until compliance has been met and documentation has been provided to CWSC through SC Tracking Solutions, LLC. (or the 3rd party tracking agent working with CWSC).
 - (4) Violation of CWSC rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation.
 - (5) Failure of the Member to comply with the terms of the CWSC Service Application & Agreement, Tariff, Bylaws, or Special Contract provided that CWSC has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification

SECTION E: SERVICE RULES AND REGULATIONS

- (6) Failure to provide access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify.
- (7) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by CWSC.
- (8) Failure of a Member to meet requirements of the regulatory authority for construction or maintenance of on-site sewage facilities authorized by the Texas Sanitation and Health Protection Law, TCS, Article 4477-1
- (9) Failure of a Member to re-apply for service upon notification by CWSC, that Member no longer meets the terms of the service classification originally applied for under the original service application.
 - b. Disconnection Without Notice- Water utility service may be disconnected without notice for any of the following conditions:
 - (1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of the Texas Sanitation and Health Protection Law 4477-1, expired Back Flow Test, or reason to believe a dangerous or hazardous condition exists and the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition.
 - (2) Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment or other reason for termination allowed in this Tariff or Member Service Agreement.
 - (3) In instances of tampering with the CWSC meter or equipment, bypassing the meter or equipment, or other diversion of service.
 - (4) In instances where a known Fraudulent instrument of payment is used, the water will be suspended without notice.

Where reasonable, given the nature of the reason for disconnection, an emailed or texted statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.

- c. Disconnection Prohibited- Utility service may not be disconnected for any of the following reasons:

SECTION E: SERVICE RULES AND REGULATIONS

- (1) Failure of the CWSC Member to pay for merchandise or charges for non-utility service provided by CWSC, unless an approved Interlocal Agreement exists between CWSC and another entity whereby the CWSC Member guarantees payment of the non-utility service as a condition of the water service provided at the Membership location.
 - (2) Failure of the CWSC Member to pay for a different type or class of utility service unless an Approved Interlocal Billing Agreement exists between CWSC and the other utility service provider.
 - (3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than twelve (12) months prior to the current billing.
 - (4) Failure of the Member to pay the account of another Member as guarantor thereof, unless CWSC has in writing the guarantee as a condition precedent to service.
 - (5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due to meter error.
 - (6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless CWSC is unable to read the meter due to circumstances beyond its control.
 - (7) In response to a request for disconnection by an Owner/Member of rental property where the renter is billed directly by CWSC as authorized by the owner/ Member, and the renter's account is not scheduled for disconnection under the Rules for Disconnection of Service in this Tariff.
- d. Disconnection Due to Utility Abandonment- CWSC may not abandon a member or a Certificated Service Area without emailed or texted notice to its members and all similar neighboring utilities and subsequent approval from the Texas Commission on Environmental Quality and the Public Utility Commission.
- e. Disconnection on Holidays and Weekends- Unless a dangerous condition exists, service shall not be disconnected on a holiday, or on a day preceding a holiday, when personnel of CWSC are not available to the public for the purpose of making collections and reconnecting service.

SECTION E: SERVICE RULES AND REGULATIONS

- f. Disconnection for Ill and Disabled- CWSC may not discontinue service to a delinquent residential Member permanently residing in an individually metered dwelling unit when that Member establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if water service is discontinued. Each time a Member seeks to avoid termination of service under this Sub-section, the Member must have the attending physician call or contact CWSC within sixteen (16) days of issuance of the bill. A written statement must be received by CWSC from the physician within twenty-six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty-three (63) days from the issuance of the utility bill or such lesser period as may be agreed upon by CWSC and Member's physician. The Member shall enter into a Deferred Payment Agreement.
- g. Disconnection of Master-Metered Services- When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply:
- (1) CWSC shall send a notice to the Member as required. This notice should also inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in six (6) days if payment is not rendered before that time.
 - (2) At least six (6) days after providing notice to the Member and at least four (4) days prior to disconnection, CWSC shall post at least five (5) notices in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
 - (3) The tenants may pay CWSC for any delinquent bill on behalf of the owner/Member to avert disconnection or to reconnect service to the complex.
- h. Billing Cycle Changes- CWSC reserves the right to change its billing cycles if the workload requires such practice. After the billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by CWSC.
- i. Back-billing- CWSC may back-bill a member for up to four (4) years (48 months) for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a member's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service and the re-establishment of credit. Back-billing shall not extend beyond current Membership except in cases involving the transfer of a Membership conditioned upon payment of delinquent obligations by the Transferee, as provided under Sub-Section 6.h.

SECTION E: SERVICE RULES AND REGULATIONS

- j. Disputed Bills- In the event of a dispute between the Member and CWSC regarding any bill, CWSC shall forthwith make and investigate as shall be required by the case, and report the results by email or text, thereof to the member. All disputes under this Subsection must be submitted to CWSC via email, prior to the dues date posted on said bill except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided under Sub-Section 6.h.
18. Inoperative Meters- Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless bypassed or tampered with, CWSC shall make a charge for units used, but not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.
19. Bill Adjustment Due to Meter Error- CWSC shall test any Member's meter upon emailed request of the Member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months but not extending beyond current Membership except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided under Sub-Section 6.h. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test.
20. Meter Tampering and Diversion- For purposes of these Sections, meter-tampering, by-passing, or diversion shall all be defined as tampering with CWSC meter or equipment, by-passing the same, or other instances of diversion, such as removing a locking or shut-off device used by CWSC to discontinue service, physically disorienting the meter, attaching objects to the meter to divert service or to by-pass, inserting objects into the meter, and other electrical and mechanical means of tampering with, by-passing, or diverting service. The burden of proof of meter-tampering, bypassing, or diversion is on CWSC. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by an affidavit by CWSC staff when any action regarding meter-tampering as provided for in these Sections is initiated. A court finding of meter-tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of services shall be prosecuted to the fullest extent allowed by law.

SECTION E: SERVICE RULES AND REGULATIONS

21. Meter Relocation- Relocation of meters/taps shall be allowed by CWSC provided that:
 - a. No transfer of Membership is involved.
 - b. An easement for the proposed location has been granted to CWSC.
 - c. The property of the new location requested is owned by the current Member of the meter to be moved.
 - d. The existing tap location is contiguous to the proposed tap location.
 - e. The Member pays the actual cost of relocation plus administrative fees.

22. Prohibition of Multiple Connections to A Single Tap- In order that CWSC may maintain adequate records of the actual number of users on its system to assure compliance with the Texas Commission of Environmental Quality (TCEQ) on minimum service standards, to ensure that charges are received for each user on the system, and to ensure that CWSC metering device is adequately sized for proper flow and accurate measurement of water used, all connections of any dwelling, household, business, and/or water-consuming establishment currently receiving or planning to receive water service, either directly or indirectly from CWSC's water system, shall individually apply for service under the rules of this Tariff. Any unauthorized submetering or master metering of service shall be considered a Multiple Connection and subject to disconnection of service. If CWSC has sufficient reason to believe a Multiple Connection exists, CWSC shall discontinue service under the Disconnection with Notice provisions of this Tariff.

23. Member's Responsibility
 - a. The CWSC Member shall provide access to the meter at all reasonable times for the purpose of reading, installing, checking, repairing, or replacing the meter. Members shall provide a combination number if the gate to the Member's premises is locked, preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that entrance could not be gained and that the combination to the lock should be furnished. Should the gate remain locked for two (2) consecutive months after proper notification to the CWSC Member, then service shall be subject to discontinuation and meter removal with no further notice.

SECTION E: SERVICE RULES AND REGULATIONS

- b. Member's fences will be installed to expose meter access on the outside of the fence/gate. Notice will be given through an emailed notification if such access is hindered by a fence or animal(s) posing a threat of harm to CWSC employees or their representatives. Compliance of accessibility shall be completed within Sixty (60) days from the date of notice sent to the Member. Should access violation continue after the (60) day grace- period, service shall be discontinued, and the meter removed with no further notice.
- c. The Member shall see that all plumbing connections shall be made to comply with the TCEQ Rules and Regulations.
 - (1) All connections shall be designed to ensure against back-flow or siphonage into the CWSC water supply. Livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough.
 - (2) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to CWSC facilities.

Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.

- d. A Member owning more than one (1) Membership Certification Number shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.
- e. CWSC's ownership and maintenance responsibility for its water supply and metering equipment shall end at the point where the Member connects to the equipment provided by CWSC during the installation of the metering equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and provided by CWSC shall be subject to charges as determined by the CWSC's Tariff as amended from time to time by the Board of Directors.
- f. CWSC shall require each Member to provide a cut-off valve on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from CWSC's water pressure. The Member's use of the CWSC curb stop on the CWSC side of the meter or other similar valve for such purposes is prohibited. Any damage to CWSC's equipment shall be subject to service charges.

SECTION F: NON-STANDARD SERVICE REQUIREMENTS

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1. Corporation's Limitations. All Applicants shall recognize that CWSC must comply with local, state, and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness.
2. Purpose. The purpose of this Section is to govern agreements and service procedures for subdivisions, additions to subdivisions, or developments where service to more than one tract is necessary; and/or additional piping, service facilities, etc. are required to accommodate individual, multiple, commercial, or industrial Applicants. For the purposes of this Tariff, Applications subject to this Section, and do not qualify as standard services, shall be defined as Non-Standard.
3. Application of Rules. This Section may be altered or suspended when applied to planned facility expansions for which CWSC extends its indebtedness. The CWSC Management and Engineers shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.
4. Non-Standard Service Application. The Applicant shall meet the following requirements prior to the initiation of a Service Contract by CWSC.
 - a. The Applicant shall provide CWSC a completed Service Application and Agreement giving special attention to the item on SPECIAL SERVICE NEEDS OF THE APPLICANT.
 - b. A preliminary plat approved by CWSC must accompany the Application showing the Applicant's requested service area. The plat must ultimately be approved by all regulatory authorities having jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such regulatory authorities shall ultimately be submitted to CWSC after approval by regulatory authorities. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.
 - c. At the time the Applicant tenders the Application, a Non-Standard Service Investigation Fee (See Section G) to cover initial administrative, legal, and engineering fees shall be paid to CWSC. The balance of actual expenses shall be refundable to the Applicant and any additional expenses incurred as a result of efforts by CWSC to study service requirements of the Applicant shall be paid by the Applicant.

SECTION F: NON-STANDARD SERVICE REQUIREMENTS

- d. If after the service investigation has been completed, and CWSC determines that the Applicant's service request is for property outside CWSC's Certificated Service Area of Public Convenience and Necessity, service may be extended provided that:
 - (1) The service location is contiguous to or within one-fourth (1/4) mile of the Corporation's Certificated Service Area of Public Convenience and Necessity (CCN).
 - (2) The service location is not in an area receiving similar service from another utility; and
 - (3) The service location is not within the Area of Public Convenience and Necessity (CCN) of another similar utility.
5. Design. CWSC shall study the design requirements of the Applicant's required facilities prior to initiation of a Service Agreement by adopting the following schedule:
 - a. CWSC's Consulting Engineer shall design all service facilities for the Applicant's requested service within CWSC's specifications or within certain codes and specifications of neighboring municipalities for all Non-Standard Service Applications which lie within a five (5) mile margin around the boundaries of municipalities having jurisdiction over such design criteria (municipalities with a population greater than five thousand [5,000]).
 - b. The CWSC's Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee, provided however, that the actual costs of the Engineer's services do not exceed the amount of the Non-Standard Service Investigation Fee allotted for engineering services. If the Applicant's services exceed the allotted fee, the Applicant shall pay the balance of engineering fees prior to commencing with the service investigation.
 - c. The CWSC Engineer shall submit to CWSC a set of detailed plans, specifications, and cost estimates for the project.
 - d. If no local authority imposes other design criteria on the Applicant's service request, the CWSC's Engineer shall design all facilities for any Applicant to meet the demand for service as platted and/or requested in the plans or plat submitted in application for service. CWSC reserves the right to upgrade the design of service facilities to meet future demands, provided however, that CWSC pays the expense of such upgrading above the Applicant's facility requirements, unless otherwise agreed in the approved Non-Standard Service Agreement between CWSC and Applicant.

SECTION F: NON-STANDARD SERVICE REQUIREMENTS

6. Non-Standard Service Agreement (NSSA). All Applicants requesting or requiring Non-Standard Service shall enter into a written contract, drawn up by CWSC, in addition to submitting the CWSC Service Application and Agreement. Said contract shall define the terms of service prior to construction of required service facilities. Guidelines for the service contract may include, but are not limited to:
 - a. Definition of all costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.
 - b. Definition of procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
 - c. Definition of Front-end Capital Contributions required by CWSC in addition to the other costs required under this Section.
 - d. Definition of other Service Charges as applicable to the service request.
 - e. Definition of terms by which CWSC shall administer the Applicant's project with respect to:
 - (1) Design of the Applicant's service facilities.
 - (2) Securing and qualifying bids.
 - (3) Execution of the Service Agreement.
 - (4) Selection of a qualified bidder for construction.
 - (5) Dispensing advanced funds for construction of facilities required for the Applicant's service.
 - (6) Inspecting construction of facilities; and (7) Testing facilities and closing the project.
 - f. Definition of terms by which the Applicant shall indemnify CWSC from all third-party claims or lawsuit in connection with the project contemplated.
 - g. Definition of terms by which the Applicant shall deed or transfer all constructed facilities to the Corporation and by which CWSC shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project.
 - h. Definition of terms by which the Applicant shall grant title or easement for right-of-ways, constructed facilities, and facility sites and/or terms by which the Applicant shall provide for the securing of required right-of-ways and sites.

SECTION F: NON-STANDARD SERVICE REQUIREMENTS

- i. Definition of terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.
7. Property and Right-of-Way Acquisition. Regarding construction of facilities, CWSC shall require private right-of-way easements or private property as per the following conditions:
- a. If CWSC determines that right-of-way easements or facility sites outside the Applicant's property are required, CWSC shall require the Applicant to secure easements or title to facility sites on behalf of CWSC. All right-of-way easements and property titles shall be researched, validated, and filed by CWSC at the expense of the Applicant.
 - b. All facilities required to be installed in public right-of-ways in behalf of the Applicant, due to inability to secure private right-of-way easements, shall be subject to costs equal to the original cost of facility installation for those facilities in public right-of-ways, plus the estimated cost of future relocation to private right-of-ways or subject to the cost of installation under state condemnation procedures, whichever is most desired by the Applicant.
 - c. CWSC shall require an exclusive dedicated right-of-way or easement on the Applicant's property (as required by the size of the planned facilities and as determined by CWSC) and title to property required for other on-site facilities.
 - d. Easements and facilities sites shall be prepared for the construction of the CWSC waterline and facility installations in accordance with CWSC's requirements and at the expense of the Applicant.

SECTION F: NON-STANDARD SERVICE REQUIREMENTS

Bids For Construction. CWSC's Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge, to prospective bidders. Although CWSC reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest and best bidder in accordance with the following criteria:

- e. The Applicant shall sign the Service Contract noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project.
 - f. The Contractor shall provide an adequate bid bond under terms acceptable to CWSC.
 - g. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to CWSC.
 - h. The Contractor shall supply favorable references acceptable to CWSC.
 - i. The Contractor shall qualify with CWSC as competent to complete the work, and
 - j. The Contractor shall provide adequate certificates of insurance as required by CWSC.
 - k. The Contractor shall provide the Construction time for completion of the project.
8. Pre-Payment For Construction And Service. After the Applicant has executed the Service Agreement, the Applicant shall pay to CWSC all costs necessary for completion of the project prior to construction and in accordance with the terms of the Service Contract.
9. Construction.
- a. All road work pursuant to county and/or municipal standards (if applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
 - b. CWSC shall, at the expense of the Applicant, inspect the facilities to ensure that Corporation standards are achieved.
 - c. Construction plans and specifications shall be strictly adhered to, but CWSC reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

SECTION G: RATES AND SERVICE FEES

SECTION G: RATES AND SERVICE FEES

Unless specifically defined in this Tariff, all fees, rates, and charges as herein stated shall be non-refundable.

1. Service Investigation Fee. CWSC shall conduct a service investigation for each service application submitted to the CWSC office. An initial determination shall be made by CWSC, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted, and the results reported under the following terms:
 - a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing, sent electronically, to the Applicant within fourteen (14) working days of application.
 - b. All Non-Standard Service requests shall be subject to a fee, unique to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of CWSC's ability to deliver service, to the Applicant. To provide cost estimates of the project, to present detailed plans and specifications as per final plat, to advertise and accept bids for the project, and to present a Non-Standard Service Contract to the Applicant. As well as providing other services as required by CWSC for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.)
2. Membership Fee. At the time of application, where service is approved, a Membership Fee must be paid for each lot/tap or meter equivalent before service shall be provided for the Applicant by CWSC. (See Appendix "A", Sheet G - 5.)
3. Easement Fee. When CWSC determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to secure easements on behalf of CWSC and/or pay all costs incurred by CWSC in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites on behalf of the Applicant. (See Appendix "A", Sheet G - 5.)

SECTION G: RATES AND SERVICE FEES

4. Installation Fee. CWSC shall charge an installation fee as follows:
 - a. Standard Service shall include all current labor, materials, engineering, legal, and administrative costs necessary to provide individual metered service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed. (See Appendix “A”, Sheet G - 5.)
 - b. Non-Standard Service shall include all construction labor and materials, administration, legal, and engineering fees, as determined by CWSC under the rules of Section F of this Tariff.
 - c. Standard and Non-Standard Service Installations shall include all costs of any waterline relocations as per Section E.1.c.(6) of this Tariff.
5. Front-end Capital Contributions. In addition to the Membership Fee and Installation Fee, each Applicant shall be required to contribute capital in an amount projected to defray the cost of up-grading system facilities to meet growth demands created by adding customers. This fee shall be assessed immediately prior to providing service on a per residential meter equivalent basis for each tap/lot and shall be assigned and restricted to the tap/lot for which the service was originally requested. (See Appendix “A”, Sheet G - 5.)
6. Monthly Charges.
 - a. Minimum Monthly Charges-The minimum monthly charge for metered water service, including allowable gallonage, is based on meter size. (See Appendix “A”, Sheet G - 5.)
 - b. In addition to the Minimum Monthly Charge, a gallonage charge per billing period shall be added, and be prorated for each portion of 100 gallons. (See Appendix “A”, Sheet G - 5.)

NOTE: All above rates listed are calculated and billed monthly for use from the previous month. All bills are due and paid in full by the 15th of every month. A late fee will be charged to all unpaid balances. Service will be disconnected on the 25th of every month for all past due accounts.

SECTION G: RATES AND SERVICE FEES

7. Late Payment Fee. A penalty per billing period shall be made on delinquent bills. This late payment penalty shall be applied to any unpaid balance. (See Appendix “A”, Sheet G - 5.)
8. Returned Payment Fee. In the event a check, draft, credit card, or any other similar instrument is given by a person, firm, corporation, or partnership to CWSC for payment of services provided for in this Tariff, and the instrument fails/returns by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return payment fee. (See Appendix “A”, Sheet G - 5.)
9. Disconnect and Reconnect Fees. CWSC shall charge a disconnection and re-connection fee during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday. During system wide, once a month delinquent account locks, Members requesting re-connection from 5:00 PM to 9:00 PM on the same day as locked, will pay an additional fee reconnection service after hours. No reconnections will be made after 9:00 PM, or on holidays or weekends. A fee shall be charged when a CWSC representative processes the account for lock or a technician makes a trip to the site for the purpose of disconnecting the water service, but the balance has been paid after lock order has been processed. Any other issue that has resulted in locking the meter as provided for in this tariff will incur the same fees. All fees must be paid in full and the violation which caused the lock to occur is rectified, before water can be reconnected.

NOTE: After-hours, unlock service is not available, other than the 1st day of the CWSC system- wide, delinquent accounts locks.

10. Equipment Tampering Fee. If CWSC’s facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged for the first offense and an additional fee for any subsequent offenses. If actual costs for all labor, material, and equipment necessary for repair, replacement, and other CWSC actions, exceeds the fee for the offense then actual costs shall be charged. This fee shall be charged and paid before service is re-established.

If CWSC's facilities or equipment have been damaged due to negligence or unauthorized use of CWSC’s equipment, right-of-way, or meter shut-off valve, or due to other acts for which CWSC incurs losses or damages, the Member shall be liable for all labor and material charges incurred because of said acts or negligence.

11. Customer History Report Fee. A fee shall be charged to provide a copy of the Members record of past water purchases in response to a Member's request for such documents.

SECTION G: RATES AND SERVICE FEES

12. Meter Re-Set Fee. A fee shall be charged to the member requesting a meter re-set of the CWSC metering device which previously existed at the location with the same property owner/member but had been removed due to liquidation or other applicable reasons. (See Appendix “A”, Sheet G - 5.)
13. Meter Test Fee. CWSC shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, a fee shall be imposed on the affected account. (See Appendix “A”, Sheet G - 5.)
14. Transfer Fee. A Transfer Fee will be charged for transferring a Membership from one party to another. Unless otherwise specified, the Transfer Fee will be paid by the Transferee.
15. Data-log Report Fee. CWSC shall run a data-log report on a Member’s meter upon request in writing from the member. A fee shall be charged to the member’s account for this report. (See Appendix “A”, Sheet G - 5.)
16. Tenant Transfer Fee. Non-refundable fee charged to all tenants who are placed on an Alternative Billing Agreement by a member or their representative to defray administrative fees of such agreement.

Appendix “A”

Fee	Cost																								
After Hours Unlock Fee	\$25 (additional) from 5:01pm to 9pm - (Offered on the 25th of the Month, During System Wide Delinquency Locks)																								
CWSC Equipment Tampering	1st offense - \$500, 2nd offense - \$1000, any Further Violations- Loss of Service																								
Data Log Report Fee	\$40																								
De-Activation	\$0																								
Document Reproduction Fee	\$0.50 per 10 pages																								
Front End Capital Contribution Fee	Reference Table Below																								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #0070C0; color: white;">Meter Size</th> <th style="background-color: #0070C0; color: white;">Minimum Capital Contribution Fees</th> </tr> </thead> <tbody> <tr> <td>5/8" x 3/4"</td> <td>\$3,175.00</td> </tr> <tr> <td>3/4" x 3/4"</td> <td>\$3,850.00</td> </tr> <tr> <td>1" x 1"</td> <td>\$5,800.00</td> </tr> <tr> <td>2" x 2"</td> <td>\$14,850.00</td> </tr> <tr> <td>3" x 3"</td> <td>\$20,700.00</td> </tr> <tr> <td>4" x 4"</td> <td>\$27,700.00</td> </tr> <tr> <td>6" x 6"</td> <td>\$32,000.00</td> </tr> </tbody> </table>	Meter Size	Minimum Capital Contribution Fees	5/8" x 3/4"	\$3,175.00	3/4" x 3/4"	\$3,850.00	1" x 1"	\$5,800.00	2" x 2"	\$14,850.00	3" x 3"	\$20,700.00	4" x 4"	\$27,700.00	6" x 6"	\$32,000.00								
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4" x 4"	\$27,700.00																								
6" x 6"	\$32,000.00																								
Late Charge	\$20																								
Leak Adjustment Rate	\$1 per 1,000 gallons after 20,000 gallons used																								
Lock Processing/Trip Fee	\$25																								
Membership Fee	\$200 (per Lot/Tap/Meter)																								
Membership Liquidation	\$0																								
Membership Transfer Fee	\$25																								
Meter Fees	Reference Table Below																								
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Meter Test Fee	\$100																								
Meter Unlock Fee	\$0 (Mon-Fri - 8am to 5pm)																								
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NSF/Payment Decline/Failure	\$35																								
Payment Arrangement Process Fee	5% of Amount Financed																								
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Re-Activation Fee	\$150 - Plus Membership Fee If Applicable																								
Re-Service Fee	\$650 - Plus Membership Fee																								
Surrendered Membership	\$0																								
Tenant Processing Fee	\$50																								

SECTION H: DROUGHT CONTINGENCY PLAN

DROUGHT CONTINGENCY PLAN FOR THE CULLEOKA WATER SUPPLY CORPORATION

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the Culleoka Water Supply Corporation hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the Culleoka Water Supply Corporation by means of attendance at monthly Board of Director meetings.

Section III: Public Education

The Culleoka Water Supply Corporation will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, newsletters, or billing inserts.

Section IV: Coordination with Regional Water Planning Groups

The service area of the Culleoka Water Supply Corporation is located within Region C Regional Planning Area and Culleoka Water Supply Corporation has provided a copy of this Plan to the Region C Planning Group.

Section V: Authorization

The Manager, Peter Williams, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Manager, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the Culleoka Water Supply Corporation. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by Culleoka Water Supply Corporation.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;

- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section VIII: Triggering Criteria for Initiation and Termination of Drought Response Stages

The Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are based on distribution capabilities and customer peak usage.

Utilization of alternative water sources and/or alternative delivery mechanisms: Alternative water source(s) for Culleoka Water Supply Corporation is: None.

Stage 1 Triggers – MILD Water Shortage Conditions

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII – Definitions, when continually falling treated water reservoir levels which do not refill above 100 percent overnight.

Requirements for termination

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days.

Stage 2 Triggers – MODERATE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non- essential water uses provided in Section IX of this Plan when continually falling treated water reservoir levels which do not refill above 90 percent overnight.

Requirements for termination

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days. Upon termination of Stage 2, Stage 1, or the applicable drought response stage based on the triggering criteria, becomes operative.

Stage 3 Triggers – SEVERE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non- essential water uses for Stage 3 of this Plan when continually falling treated water reservoir levels which do not refill above 85 percent overnight.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days. Upon termination of Stage 3, Stage 2, or the applicable drought response stage based on the triggering criteria, becomes operative.

Stage 4 Triggers – CRITICAL Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non- essential water uses for Stage 4 of this Plan when continually falling treated water reservoir levels which do not refill above 75 percent overnight.

Requirements for termination

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days. Upon termination of Stage 4, Stage 3, or the applicable drought response stage based on the triggering criteria, becomes operative.

Stage 5 Triggers – EMERGENCY Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when the Manager, or his/her designee, determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; **or**
2. Natural or man-made contamination of the water supply source(s).

Requirements for termination

Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days.

Stage 6 Triggers – WATER ALLOCATION

Requirements for initiation

Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan and comply with the requirements and restrictions for Stage 5 of this Plan when continually falling treated water reservoir levels which do not refill above 50 percent overnight.

Requirements for termination

Water rationing may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days.

Section IX: Drought Response Stages

The Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of the Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The Manager or his/her designee shall notify the public by means of:

- publication of notice in a newspaper of general circulation
- direct mailing to each customer.

Additional Notification:

The Manager or his/her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- Fire Chief(s)
- County Emergency Management Coordinator(s)
- County Judge & Commissioner(s)
- State Disaster District / Department of Public Safety
- TCEQ (required when mandatory restrictions are imposed)
- Major water users
- Critical water users

Stage 1 Response – MILD Water Shortage Condition

Target: Achieve a voluntary 10 percent reduction in daily water demand.

Best Management Practices for Supply Management:

- none

Voluntary Water Use Restrictions for Reducing Demand:

- (a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number

- (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m to midnight on designated watering days.
- (b) All operations of the Culleoka Water Supply Corporation shall adhere to water use restrictions prescribed for Stage 1 of the Plan.
- (c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response – MODERATE Water Shortage Conditions

Target: Achieve a 15 percent reduction in daily water demand.

Best Management Practices for Supply Management:

- none

Water Use Restrictions for Demand Reduction:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

- (e) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the Culleoka Water Supply Corporation.
- (f) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the Culleoka Water Supply Corporation, the facility shall not be subject to these regulations.
- (g) All restaurants are prohibited from serving water to its patrons except when requested.
- (h) The following uses of water are defined as non-essential and are prohibited:
 1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 2. use of water to wash down buildings or structures for purposes other than immediate fire protection.
 3. use of water for dust control;
 4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
 5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response – SEVERE Water Shortage Conditions

Target: Achieve a 20 percent reduction in daily water demand.

Best Management Practices for Supply Management:

- Reduced or discontinued flushing of water mains.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 2 shall remain in effect during Stage 3 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
- (b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the Culleoka Water Supply Corporation.
- (c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

Stage 4 Response – CRITICAL Water Shortage Conditions

Target: Achieve a 30 percent reduction in daily water demand.

Best Management Practices for Supply Management:

- Reduced or discontinued flushing of water mains.

Water Use Restrictions for Reducing Demand:

All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m.
- (c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) No applications for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

Stage 5 Response – EMERGENCY Water Shortage Conditions

Target: Achieve a 50 percent reduction in daily water demand.

Best Management Practices for Supply Management:

- Reduced or discontinued flushing of water mains.

Water Use Restrictions for Reducing Demand:

All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

Stage 6 Response – WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare, the Manager is hereby authorized to ration water according to the following water allocation plan:

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

“Household” means the residential premises served by the customer’s meter. “Persons per household” includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer’s household is comprised of two (2) persons unless the customer notifies the Culleoka Water Supply Corporation of a greater number of persons per household on a form prescribed by the Manager. The Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to the Culleoka Water Supply Corporation offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the Manager. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the Culleoka Water Supply Corporation on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the Culleoka Water Supply Corporation in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the Culleoka Water Supply Corporation of a reduction in the number of person in a household shall be fined not less than \$100.00. Residential water customers shall pay the following surcharges:

- \$ 5.00 for the first 1,000 gallons over allocation.
- \$ 6.00 for the second 1,000 gallons over allocation.
- \$ 7.00 for the third 1,000 gallons over allocation.
- \$10.00 for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative

Master-Metered Multi-Family Residential Customers

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the Culleoka Water Supply Corporation of a greater number on a form prescribed by the Manager. The Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the Culleoka Water Supply Corporation offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the Culleoka Water Supply Corporation in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the Culleoka Water Supply Corporation of a reduction in the number of person in a household shall be fined not less than \$100.00. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

- \$ 5.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- \$ 6.00, thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
- \$ 7.00, thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
- \$10.00, thereafter for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Commercial Customers

A monthly water usage allocation shall be established by the Manager, or his/her designee, for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 50 percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 75 percent of whose monthly usage is less than 100,000 gallons, shall be allocated 75,000 gallons. The Manager shall give his/her best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the Culleoka Water Supply Corporation to determine the allocation. Upon request of the customer or at the initiative of the Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Board of Directors. Nonresidential commercial customers shall pay the following surcharges:

Customers whose allocation is 100,000 gallons through 1,000,000 gallons per month:

- \$ 5.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$ 6.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$ 7.00 per thousand gallons for the third 1,000 gallons over allocation.
- \$ 10.00 per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is <1,000,000 gallons per month or more:

- 1 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- 2 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- 3 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- 4 times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

Section X: Enforcement

- (a) No person shall knowingly or intentionally allow the use of water from the Culleoka Water Supply Corporation for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by Manager, or his/her designee, in accordance with provisions of this Plan.
- (b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than one-hundred dollars (\$100.00) and not more than five-hundred dollars (\$500.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$50.00, and any other costs incurred by the Culleoka Water Supply Corporation in discontinuing service. In addition, suitable assurance must be given to the Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- (c) Any person, including a person classified as a water customer of the Culleoka Water Supply Corporation, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a reputable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a reputable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- (d) Any employee of the Culleoka Water Supply Corporation, police officer, or other employee designated by the Manager, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the justice court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in justice court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in justice court, a warrant

for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in justice court before all other cases.

Section XI: Variances

The Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the Culleoka Water Supply Corporation within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Manager, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

SECTION I: MEMBERSHIP APPLICATION PACKET

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MISCELLANEOUS FORMS

The CWSC Membership Application Packet as well as numerous miscellaneous forms related to Members' water service and billing are available at the CWSC Office or on the CWSC website.